

EXHIBIT 13

Page 1

1

2 UNITED STATES DISTRICT COURT

3

SOUTHERN DISTRICT OF NEW YORK (White Plains)

4

DONALD P. ROSENDALE,

5

Plaintiff,

6

-against-

7

File #: 19-CV-9263 (NSR)

8

MR. COOPER GROUP INC.,

9

NATIONSTAR MORTGAGE,

10

NATIONSTAR MORTGAGE D/B/A

11

CHAMPION MORTGAGE and

12

MORTGAGE ASSETS MANAGEMENT LLC,

13

Defendants.

-----X

14

DATE: October 25, 2022

15

Amenia, New York

16

9:58 A.M. - 5:03 P.M.

17

Laura Evans, Reporter

18

REMOTE VIDEOCONFERENCE DEPOSITION

19

OF

20

DONALD P. ROSENDALE

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1 ROSENDALE

2 From there, I went back to Norton Simon
3 and Pepsi as a consultant. And basically,
4 since 2000, have been a freelance writer.

5 Q. Thank you. Have you reviewed
6 any documents in preparation for your
7 deposition today?

8 A. I have reread the complaint and
9 I reread the answers to the interrogatories,
10 and I have reread a supplemental
11 interrogatory which I wrote yesterday.

12 Q. And you're the owner of -- I
13 believe you said your address is 4848 Route
14 44 in Amenia. Correct?

15 A. That's correct.

16 Q. Do you own any other properties
17 other than 4848 Route 44?

18 A. I'm the heir to a property in
19 Ireland. I don't own anything else. I've
20 sold everything else to consolidate into
21 Amenia.

22 Q. Are you familiar with what the
23 section block and lot number of your property
24 is in the Town of Amenia tax records?

25 A. No.

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1 ROSENDALE

2 going to -- let's mark a copy of your
3 deed from 1982 as Defendant's Exhibit
4 .

5 (DOCUMENT ELECTRONICALLY MARKED AS
6 DEFENDANT'S EXHIBIT 2 FOR IDENTIFICATION)

7 Q. So Mr. Rosendale, do you
8 recognize this document as the deed by which
9 you took title to your property?

10 A. Yes.

11 Q. And if we look at the
12 description --

13 A. She's scrolling too fast, but it
14 looks like the document that I'm familiar
15 with, yes.

16 Q. In the center of the first page,
17 we see a description, "Beginning at the
18 northeast corner of said farm in the south
19 line of the Turnpike and in the west line of
20 Egbert Barton's land." Do you see that
21 description?

22 A. Yes.

23 Q. And you see how the description
24 is written in chains and links?

25 A. Yes.

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2 Q. And to your knowledge, is this
3 an accurate description of your property?

4 A. Well, this describes that I own
5 the old road, and I do believe that I own the
6 old road today. But at the time that Mr.
7 Manning and I went after -- after the
8 surveyor in Millbrook told me he knew, for
9 some reason, I didn't own the old road, it
10 had never been transferred, we went to the
11 Department of Transportation in Poughkeepsie
12 and we met a very senior guy who I thought
13 was very old. He was probably younger than I
14 am today. And he pulled out a piece of paper
15 that said there was a deed and they were
16 planning to transfer to me, but it had never
17 been done. And in the eyes of him and the
18 DOT or whoever, I did not own the old road.

19 Q. And the Department of
20 Transportation said this to you in 2006, you
21 think?

22 A. 2008.

23 BY MS. ELLIOTT: We'll show
24 Mr. Rosendale the 2003 deed, if you
25 could mark that, please.

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1 ROSENDALE

2 A. On the tax records, as far as I
3 can go back, and I went over them all the way
4 back to 1985 at the town clerk yesterday,
5 it's always -- between 1985 and 2018, it was
6 always shown as 100 acres.

7 Q. Okay. Have you ever had
8 occasion to subdivide your property?

9 A. No.

10 Q. Have you ever made an
11 application to the town for the approval of a
12 subdivision?

13 A. I made an application to the
14 town to sell 5 acres with a lot line changed
15 to Bernard Parker, which did not go through.

16 Q. And why didn't that go through?

17 A. Mr. Manning found out from me --
18 Mr. Parker was my neighbor. He's a nice guy.
19 And he hayed my fields for me, and when my
20 car broke down, drove me around. And he came
21 to me with a sob story about, he had no land
22 for his kid, living on his mother's property,
23 which is adjacent to mine. Could I, as a
24 good friend and neighbor, sell him 5 acres?
25 And I said fine. The going price for acreage

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1 ROSENDALE

2 Q. So Mr. Rosendale, I'm showing
3 you what we've marked now as Exhibit 5, and
4 this is a 2007 mortgage. I represent to you
5 that was given by you in favor of MetLife, if
6 you want to take a moment to look through
7 that. It's dated May 25, 2007. On the last
8 page, you'll see what is going to be your
9 signature, if you could verify that?

10 A. It's my signature.

11 Q. And if we look here on the
12 second page of the document, behind the
13 recording page from the clerk's office --
14 behind the recording page is the first page
15 of the mortgage, and it's entitled,
16 "Adjustable rate home equity conversion
17 mortgage."

18 A. Yes.

19 Q. And on the next page, it says,
20 "See attached Schedule A." And it says --
21 which has the address of 4848 Route 44, and
22 then it gives a description. It's the third
23 page of the mortgage document where it says
24 the Schedule A description.

25 A. Okay. Now it's showing Schedule

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2 A.

3 Q. To your knowledge, is this
4 description the same description that's
5 contained in your deed?

6 A. I don't have the deed in front
7 me to show them side by side, but I have no
8 reason to doubt it is.

9 Q. And this description is also
10 written in chains and links. Is that right?

11 A. Yes.

12 Q. And at the bottom, we have the
13 paragraph that we were just speaking about
14 that describes the abandoned road. Correct?

15 A. That's right.

16 Q. And when you gave this mortgage
17 to MetLife in 2007, did you have any
18 objection to this description being included?

19 A. No, I did not. As I have just
20 testified, I did not learn that Mr. Bly had
21 raised the issue, and Mr. Manning and I had
22 not gone to the Department of Transportation
23 until 2008.

24 BY MR. VAUGHN: Ms. Elliott, if
25 we could just look at the first page

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2 A. I have no idea.

3 Q. Was that because the appraisal
4 that you got in 2007 appraised your property
5 at 500,000?

6 A. I have no idea.

7 Q. Do you see anywhere in this
8 application -- strike that. Above, under
9 property information, where it says subject
10 property address, 4848 Route 44, Amenia, New
11 York 12501, Dutchess, is there any place in
12 writing where you say that you want to give a
13 mortgage against less than the whole of the
14 property?

15 A. No.

16 Q. Do you know of any writing where
17 either you or Mr. Caltagirone informed the
18 lender that you wanted to give a mortgage
19 against less than the whole of your property?

20 A. Not that I can recall, no.

21 Q. Is it correct that the funds
22 that you received from the 2009 mortgage paid
23 off the 2007 mortgage that was against the
24 whole of your property; correct?

25 A. Let me back up to your question

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1 ROSENDALE
2 of whether or not -- it was very clear that,
3 because the trust had a mortgage that
4 described the old road, and I did not own the
5 old road at that point in time, or did not
6 believe that I owned the old road at that
7 point in time, I wanted it taken off the 2009
8 mortgage. That was the whole principal point
9 of taking the 2009 mortgage.

10 Q. But the effect of taking the
11 2009 mortgage is that it paid off the 2007
12 mortgage; correct?

13 A. That's correct.

14 Q. And it gave you some additional
15 cash available to you?

16 A. Yes.

17 Q. And the 2007 mortgage was
18 against the whole of the property; correct?

19 A. That's correct.

20 Q. And did -- to your knowledge,
21 did --

22 A. Again -- hold on a second.
23 You're asking questions of me that I have no
24 moment to think about. I don't have the 2007
25 mortgage application. I expect it probably

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1 ROSENDALE

2 we wanted to clear it out, exclude the old
3 road.

4 Q. And excluding the old road
5 wouldn't take out any more than the couple of
6 acres, correct?

7 A. That's right.

8 Q. And when we looked at the 2007
9 mortgage earlier, we saw that the description
10 that was contained in that mortgage covered
11 your entire acreage. Correct?

12 A. At the time, I thought Alan did
13 it all. I had not been to the Department of
14 Transportation and told I didn't own it.

15 Q. And did you -- in the 2007
16 mortgage, it wasn't limited to the 5 acres,
17 was it?

18 A. No.

19 Q. And it wasn't limited to
20 10 acres, was it?

21 A. No.

22 Q. It was just the description that
23 was contained in your deed; correct?

24 A. Yes.

25 Q. So why now would you think, two

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1 ROSENDALE

2 years later, that the loan was going to be
3 limited to your house and 5 acres? Who told
4 you that?

5 A. I don't know that I actually
6 ever said that. I think you're putting words
7 in my mouth.

8 Q. Did someone tell you that the
9 house would be -- the mortgage would be
10 limited to the house and 5 acres? Did
11 someone within this transaction -- Lorraine
12 Geraci, did she tell you that your house and
13 5 acres would be the only property that was
14 covered by the mortgage?

15 A. No.

16 Q. And did Mr. Caltagirone tell you
17 that your house and 5 acres would be the only
18 property that was covered by this mortgage?

19 A. What I understood from Ms.
20 Geraci, what I understood from Mr.
21 Caltagirone, what I understood from my
22 understanding of the law at the time, is that
23 the appraisal would be based on the house and
24 5 acres or 10 acres. If the -- the loan was
25 granted based on the appraisal of \$575,000.

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2 the 2009 mortgage.

3 (DOCUMENT ELECTRONICALLY MARKED AS
4 DEFENDANT'S EXHIBIT 16 FOR IDENTIFICATION)

5 Q. So we can scroll down. We're
6 going towards the signature page slowly.
7 Let's stop here. We have the Schedule A.
8 Now, Mr. Rosendale, if we look at this
9 Schedule A, is this the same description
10 that's contained in your deed?

11 A. I think we've been over this,
12 and as far as I can tell without seeing them
13 side by side, yes.

14 Q. And below the abandoned road, we
15 have an extra sentence, correct? And that
16 sentence says, "Less than and excepting
17 therefrom any portion of the property
18 acquired via appropriation by the People of
19 the State of New York in notice of
20 appropriation dated 8/29/03, recorded 8/29/03
21 in document number 02-2008-7040. And do you
22 know, did this language satisfy Mr.
23 Caltagirone's concern that you were including
24 the abandoned road?

25 A. As I think I described, and also

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1 ROSENDALE

2 A. I don't know.

3 Q. Is that your signature?

4 A. Yes.

5 Q. So you did sign it, correct?

6 You testified you have signed it.

7 A. Yes.

8 Q. Judge Roman found that you had
9 signed it, correct?

10 A. Right.

11 Q. There's no question that you
12 signed this mortgage.

13 A. I don't deny that I signed the
14 mortgage.

15 Q. And now we see that same date
16 language that's written into the copy that
17 you showed us as an attachment to your
18 initial complaint. Correct?

19 A. Right.

20 Q. That's Dutchess, 4th June, 2009.
21 And then we see Maria Greco. This is the
22 same signature we saw on the settlement
23 statement, correct, on the HUD-1A settlement
24 statement; correct?

25 A. Right.

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1 ROSENDALE

2 It reports the date this document was
3 recorded was July 13, 2009.

4 A. Right.

5 Q. Did you ever ask Mr. Caltagirone
6 to collect for you a copy of the recorded
7 mortgage against your property?

8 A. No. Why would I?

9 Q. Were you concerned that you had
10 left the closing without signing -- strike
11 that. Did you leave the closing having
12 signed the mortgage?

13 A. I signed -- my signature is
14 there, obviously, and I've admitted that I
15 signed the mortgage.

16 Q. But on what day did you sign the
17 mortgage; did you sign it on the day of the
18 closing?

19 A. Yes.

20 Q. And so Mr. Caltagirone didn't
21 notarize it when you signed it?

22 A. Mr. Caltagirone would have
23 notarized it because he is a notary -- was a
24 notary.

25 Q. He could have notarized, right,

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2 BY MS. ELLIOTT: We'll just take
3 a moment's break.

4 (BREAK TAKEN)

5 BY MS. ELLIOTT:

6 Q. So Mr. Rosendale, when was the
7 first time that you came to learn that the
8 2009 mortgage burdens all of your property?

9 A. The 2009 mortgage does cover all
10 of my property, I don't dispute that. I only
11 dispute that, at the time I signed the 2009
12 mortgage, I did not believe, and I have
13 evidence, that the old road was not part of
14 it.

15 Q. Now, going back to the concern
16 that you had about giving a mortgage only
17 against your house and 5 acres, did you ask
18 the lender to change the Schedule A to only
19 include your house and 5 acres?

20 A. No.

21 Q. Did you ask the lender's
22 attorney at the closing?

23 A. No.

24 Q. And was that because you wanted
25 a codicil attached to the mortgage that said

1 ROSENDALE

2 you could sell that property.

3 A. I could sell parts of the
4 property as long as they did not reduce the
5 value below 525,000.

6 Q. And did the attorney for the
7 lender at the closing, that man that you
8 don't know his name, did he agree to attach
9 that codicil to the mortgage on behalf of the
10 lender?

11 A. He said -- he didn't agree to
12 the codicil. He said one would be created.

13 Q. He said one would be created?

14 A. I don't -- yes. That the
15 mortgage would be adjusted to allow me to
16 sell property as long as it did not reduce
17 the value of the mortgage, the property.

18 Q. And did he put that in writing?

19 A. No.

20 Q. But you signed the mortgage even
21 though he hadn't put that in writing?

22 A. I signed the mortgage and then
23 discovered that the property description was
24 wrong.

25 Q. But the property description was

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1 ROSENDALE

2 reflects your understanding that the bank has
3 a lien against all of your acreage?

4 A. It has a lien against all of my
5 acreage except -- hold on. I have to think
6 about this answer. It is my understanding
7 that the bank has a lien on 90 acres above
8 and beyond the ten, yes. I don't dispute
9 that. What I do dispute is that it was
10 changed after I signed it to reinsert the old
11 road, which I did not agree to sell. If you
12 want to sort of -- I said fine, take the lien
13 on everything else and I'll sell you the
14 2 acres involved in the old road. The point
15 here is you do have a lien; your client does
16 have a lien on the whole farm. That's
17 inequitable if you won't let me sell pieces
18 of it.

19 Q. But you agreed to give a lien
20 against the whole farm.

21 A. That's true.

22 Q. So you claim that you and the
23 bank's attorney agreed at the closing that
24 you could have a codicil to the mortgage that
25 would allow you to sell property. Is that

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1 ROSENDALE

2 was not included when we got to the closing.

3 Q. And you haven't produced any of
4 that correspondence because your Dell
5 computer is on the kaputz and you need to
6 regenerate it?

7 A. Yes.

8 Q. That's your testimony?

9 A. Yes.

10 Q. And I can represent to you that
11 the lender's file doesn't have any
12 correspondence of that nature in it. Does
13 that surprise you?

14 A. No.

15 Q. Why not?

16 A. Why would it?

17 Q. Well, did you ever write to Ms.
18 Geraci, Lorraine Geraci, that you wanted this
19 codicil included?

20 A. No.

21 Q. Did you ever mention it to her?

22 A. No.

23 Q. And you wrote a letter saying
24 that you had spoken with Ms. Greco at one
25 point about the judgment lien that you were

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2

please, back to page 1. It says the
3 total amount that has been advanced to
4 date on your behalf is \$000. That's
5 not true. Because of the date at that
6 time, I had already taken \$7,000 out of
7 my line of credit and applied it. So
8 it was an untrue statement which was
9 creating an attempt to frighten me,
10 which it did. It's inaccurate. That's
11 all I have to say further about that
12 point.

13

BY MR. VAUGHN: Can we go back
14 to the document you were marking, 21?

15

Q. Mr. Rosendale, showing you a
16 document that's been marked as Defendant's 21
17 for this afternoon's deposition. It's a
18 letter from you dated September 2, 2019 to
19 Champion Mortgage. My first question for you
20 after you have a chance to look at it is if
21 you recognize it?

22

A. Yes.

23

Q. You can see in the first
24 paragraph, it makes reference to the letter
25 dated August 23, 2019. Do you see that?

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1 ROSENDALE

2 that?

3 A. Yes.

4 Q. Have you ever seen such a notice
5 from Geico?

6 A. Yes. Hold on a second. I never
7 seen a letter from Geico to Nationstar saying
8 my policy would be canceled if I didn't pay
9 in the future. I have received letters from
10 Geico directly to me saying my policy would
11 be canceled at some point in the future.

12 Q. Okay. Now, if I could direct
13 your attention to -- I don't have any more
14 for this letter.

15 BY MR. VAUGHN: Can we mark
16 number 4 in the RESPA folder, please?

17 (DOCUMENT ELECTRONICALLY MARKED AS
18 DEFENDANT'S EXHIBIT 24 FOR IDENTIFICATION)

19 Q. Mr. Rosendale, I'm showing you
20 what's been marked as Defendant's Exhibit 24
21 for identification. It's a letter from you
22 to Champion Mortgage dated September 19,
23 2019. Do you see that?

24 A. Yes.

25 Q. Do you recognize this letter?

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1 ROSENDALE

2 A. Yes.

3 Q. In this letter, you state, just
4 to paraphrase, you're assisting asking for an
5 accounting of your escrow account. Do you
6 see that?

7 A. Yes.

8 Q. If you look at the top of the
9 letter, where it says page 1 of 1, it has a
10 date, 9/19/2019, to the right there's a phone
11 number, and then it says from Donald P.
12 Rosendale. Do you see that?

13 A. Yes.

14 Q. Do you recognize that 917
15 number?

16 A. Yes.

17 Q. Whose number is that?

18 A. That is a virtual number.

19 Q. What do you mean by virtual
20 number?

21 A. I subscribe to a service that
22 provides fax services. In other words, I
23 write to them and they send the faxes.

24 Q. So was this particular 917
25 number assigned to your account?

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1 ROSENDALE

2 Mr. Rosendale, do you recall at any point in
3 time receiving a response to this letter,
4 either an acknowledgment or written response?

5 A. Yes.

6 Q. And when -- as you sit here
7 today, do you have an independent
8 recollection of when you received the letter?

9 A. No, not independent, but I know
10 I received a letter from them; an
11 incomprehensible letter.

12 BY MR. VAUGHN: We can put that
13 down, please, Ms. Concierge. And can
14 we pull up Defendant's 25, please?

15 Q. All right, Mr. Rosendale,
16 showing you a letter from you to Ms. Kauser
17 Begum dated September 25, 2019. For purposes
18 of identification, this is Defendant's 25.
19 And I'd ask you to take a look at it. My
20 first question is, do you recognize this
21 document?

22 A. Yes.

23 Q. Do you need to see -- do you
24 want to see the entire letter before I ask
25 you questions?

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1 ROSENDALE

2 letter, says "will be canceled." So it's not
3 a cancellation notice, because there hadn't
4 been a cancellation.

5 Q. These notices that you're
6 referring to, who prepared these notices?

7 A. A computer at Liberty Mutual.

8 Q. Correct. And what was the title
9 of those notices?

10 A. Cancellation notices.

11 Q. Okay. So I understand what it
12 states. I'm just referring to what they
13 labeled it as. I can't read the content. I
14 understand your position. I'm not arguing
15 what it says in the substance of the
16 cancellation notice. I'm just referring to
17 the document as labeled by Liberty Mutual and
18 as referenced in this letter marked as
19 Defendant's 27. My question is, did you
20 receive such a notice in or about August of
21 2018 indicating that it will be canceled due
22 to nonpayment?

23 A. I don't know, but I do know that
24 my insurance was never canceled.

25 Q. Okay. Was there any particular

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1 ROSENDALE

2 reason why you would not make a hazard
3 insurance premium payment on time?

4 A. Yes.

5 Q. What was the reason?

6 A. Not in this particular instance,
7 but I went back over them. I paid my hazard
8 insurance from my Social Security. My Social
9 Security check arrives on the fourth
10 Wednesday of the month. In this case, now,
11 it will be paid tomorrow. The Liberty Mutual
12 Insurance payments were always on the 24th of
13 the month. So when the fourth Wednesday of
14 the month falls beyond of 24th, I didn't have
15 the money because my Social Security didn't
16 go in. I found the two letters that you got
17 from Liberty Mutual. There were only two in
18 the disclosure you sent. In both cases, the
19 notices came when the Social Security payment
20 was after the 24th of the month.

21 Q. Did you have an occasion to
22 notify Liberty Mutual of your circumstances
23 concerning paying for your hazard insurance
24 premiums out of your Social Security check?

25 A. Yes.

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2 Q. My question is, do you agree
3 with the statement that, at origination,
4 there was no escrow or set aside account
5 established?

6 A. There was no escrow or set aside
7 account established.

8 Q. The next question has to do with
9 the limited right to foreclose. What were
10 you referring to there?

11 A. I believe this is covered in
12 Judge Roman's order, in which he references,
13 in fact, the paragraph in the New York Senior
14 Citizen's tax laws that says that there had
15 to be a letter describing the right to
16 foreclose, and spelled out -- and there is no
17 such letter, and acknowledging there is no
18 such letter. At that time, in his order, he
19 said that it was a violation.

20 Q. Okay. Did you -- so is it your
21 testimony that you received no such limited
22 right to foreclose notice from Liberty
23 Mutual -- I'm sorry, from Nationstar?

24 A. That's correct.

25 Q. Okay.

1 ROSENDALE
2 foreclosure and I better pack my bags. And I
3 was tired of having her call me. And my
4 understanding is that, once I brought the
5 lawsuit, only you should be contacting me,
6 and that the company should not be contacting
7 me directly. That was my understanding.

8 Q. But I think you would agree that
9 your mortgage servicer has an obligation to
10 continue servicing the loan during the
11 pendency of a lawsuit; correct?

12 A. Right. But it doesn't give the
13 right to have some Muslim lady screaming at
14 me.

15 Q. This Muslim lady, is that
16 referring to Ms. Begum?

17 A. Yes.

18 Q. On how many occasions did you
19 have a conversation with Ms. Begum?

20 A. I had one conversation in which
21 I told her to stop calling me. I believe
22 there were four attempts of her to call me.

23 Q. You said four attempts, but you
24 believe there was one conversation with her?

25 A. Yes. The others were left on my

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2 Q. Mr. Rosendale, I'm showing you
3 Defendant's 28, which is a letter from you to
4 Ms. Kauser Begum dated October 8, 2019. My
5 first question is, do you recognize that
6 document?

7 A. Yes.

8 Q. I'll direct your attention to
9 the top of the page. You'll see it appears
10 to have been faxed from that same virtual fax
11 number you identified earlier today.

12 A. Yes.

13 Q. If we scroll down into the
14 letter, you say, "On reviewing your letter of
15 September 18th, I see a statement that your
16 insurance department, on September 13, 2019,
17 received a cancellation notice from Liberty
18 Mutual stating that my coverage will be
19 canceled effective September 25, 2019 unless
20 I make a payment." You wrote, "I have
21 checked my email where I get all my Liberty
22 Mutual notices between August 25, 2019 (which
23 I received an email notice that my payment
24 was due that day) and today, and I find no
25 such notice. Contacting the insurance

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2

Q. What were the circumstances for
not making the payment in December of 2018?

4

A. There was a man, now deceased,
who was driving my car, which I obviously
needed a car. He was doing it without my
permission and he demolished it. It was an
\$8,000 car, but I didn't have collision
insurance -- I had liability insurance --
because we never drove the car any further
than down the hill to the train station or to
the feed store. He was driving it outside of
his permission. I had trouble collecting
from -- not from Liberty Mutual, but the
insurance company. He was not at fault. A
girl had driven out in front of him without
warning. So it was determined that the other
insurance company, Progressive, I believe,
Insurance Company, was liable. They offered
me \$1,000 for the car. In the meantime, I
had to spend \$4,000 to \$5,000 to buy a car so
we could keep operating and I could get to
the post office and the food store. That
left me short of cash. It took me until
December to get the right money. I had to

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2 payment for the delinquent 2017 property
3 taxes. Please note, at the time we conducted
4 our final tax search on February 7, 2019,
5 Mr. Rosendale had not yet paid his 2017
6 property taxes and reflected the account as
7 delinquent, which is why we issued payment.
8 Our payment was refunded by the county tax
9 office on March 25, 2019, and a full refund
10 of \$7,265.95 was applied back to the loan."
11 Do you see that?

12 A. Yes.

13 Q. Do you dispute that, in or about
14 March of 2019, the full refund of \$7,265.95
15 was applied back to the loan?

16 A. They paid it on the 15th and
17 they didn't return it until the 25th of
18 March.

19 Q. Okay. As a result of -- okay.
20 You've made some allegations that -- back to
21 the RESPA letters for a moment. You made
22 some allegations that several of the letters
23 were either not acknowledged or responded to
24 timely. Correct?

25 A. That's correct.

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1 ROSENDALE

2 Q. And did any of these letters,
3 this failure to either acknowledge or
4 formally respond to your QWRs, cause you any
5 damages, any kind of harm?

6 A. No.

7 Q. Do you understand my question?

8 A. I understand your question and I
9 understand what you're driving at.

10 Q. So when you -- okay. Withdraw
11 the question. This next statement in the
12 next paragraph at the top of the page makes
13 reference to a tax search that was conducted
14 on May 21, 2019, which reflected that the
15 2019 town district taxes were coming due on
16 May 31, 2019. Now, again, stop there for a
17 moment. If I understand your testimony, the
18 2019 town district taxes, those would not be
19 due, at least to your understanding, until
20 December of 2019. Is that right?

21 A. That's correct. The May 31st
22 was a checkpoint in it. In other words, in
23 March, if you didn't pay March, you paid a
24 little more in May. If you didn't pay in
25 May, you had until December in which you

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2 you did not timely respond to my September
3 19, 2019 QWR." Do you see that?

4 A. Yeah.

5 Q. Now, I'm telling you that I've
6 gone through the productions and discovery,
7 and I was unable to identify a letter dated
8 February 8, 2022 concerning the subject
9 matter as outlined in this interrogatory
10 response. Number one. So then if I go back
11 to the document that we have just marked as
12 Defendant's 35, the only letter that I could
13 find that remotely met the criteria outlined
14 in your interrogatory response was this
15 letter dated February 24, 2022, where you ask
16 questions such as who owns my loan, who will
17 be the servicer. So I guess this begs the
18 question, is this the letter that you
19 intended to refer to in your interrogatory
20 response?

21 A. No.

22 Q. You believe there is a separate
23 letter dated February 8, 2022?

24 A. Yes.

25 Q. Even though you said 2002,

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2 again, I'll acknowledge I assume you meant
3 2022. But is that the correct date you
4 intended?

5 A. Yes.

6 BY MR. VAUGHN: You can close
7 out of that exhibit. Could we open up
8 Defendant's 18 again, please?

9 A. Before we go, I want to finish
10 responding to your questions about the
11 additional RESPA violations. Can we put that
12 letter back up on the screen?

13 Q. Sure. It's Defendant's 35.

14 A. Now, we were talking about the
15 additional RESPA allegation in the complaint.

16 BY MR. VAUGHN: That would be
17 Defendant's 19, please.

18 BY THE WITNESS: Yes. That's
19 what we were talking about.

20 BY MR. VAUGHN: It's going to be
21 toward the bottom.

22 BY THE WITNESS: Don't go too
23 fast. You're going too fast for me
24 here. I had seen something and I want
25 to get back to it.

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2 very frustrated guy at Liberty Mutual that he
3 had been trying to advise your client that
4 there was no cancellation, that Liberty
5 Mutual was picking up my policy. But he had
6 been given the wrong phone numbers and the
7 wrong people and was getting the runaround.

8 Q. Looking at the first paragraph,
9 it says, "The cancellation will be effective
10 at 12:01 a.m. on 8/26/18 unless the amount
11 due of \$239.82 is received." Do you see
12 that?

13 A. Yes.

14 Q. So that's referring to in the
15 future, not that it had been canceled;
16 correct?

17 A. Yes.

18 BY MR. VAUGHN: That's my last
19 question on that one. Can we move on
20 to number 2, please, in the hazard
21 insurance folder?

22 (DOCUMENT ELECTRONICALLY MARKED AS
23 DEFENDANT'S EXHIBIT 40 FOR IDENTIFICATION)

24 Q. Mr. Rosendale, for purposes of
25 identification, Defendant's Exhibit 40 is a

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2 copy of a letter that you had E-filed on or
3 about August 11, 2022 in connection with this
4 lawsuit.

5 A. Right.

6 Q. And I'm asking the concierge to
7 scroll down because I want to direct your
8 attention to a couple of the exhibits that
9 you attached to the letter. Earlier, you
10 testified that you would occasionally receive
11 notices from Liberty Mutual concerning
12 payment due by email to your AOL account. Do
13 you see that?

14 A. Um-hum.

15 Q. Is this an example -- I'm
16 showing you right now this email to you dated
17 August 7, 2018. It says, "Final reminder.
18 We have not received your payment." Is this
19 an example of one of those types of emails
20 you have received in the past?

21 A. Yes.

22 Q. And this is concerning the same
23 period that was referenced in the prior
24 exhibit with regard to the notice of a future
25 cancellation; correct?

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2 please?

3 (DOCUMENT ELECTRONICALLY MARKED AS
4 DEFENDANT'S EXHIBIT 46 FOR IDENTIFICATION)

5 Q. Mr. Rosendale, I'm showing you
6 what's been marked as Defendant's Exhibit 46.
7 It appears to be a letter from Liberty
8 Mutual -- or actually, withdrawn. It appears
9 to be a declaration page from Liberty Mutual
10 concerning your policy dated August 5, 2018.
11 Do you see that?

12 A. Correct.

13 Q. And then you see, policy period:
14 8/5/2018 through 8/5/2019. Do you see that?

15 A. Yes.

16 BY MR. VAUGHN: Ms. Concierge,
17 could you scroll down, please? You can
18 keep going.

19 Q. So this appears to be the second
20 page. It was a cover page sent to you. Was
21 this faxed to you at your request, if you
22 know?

23 A. I'm looking. It doesn't have my
24 fax number on there. It looks like it was
25 faxed to somebody else, sent to a fax server.

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2 previously marked.

3 A. Okay.

4 Q. I don't have any questions.

5 A. That's fine.

6 BY MR. VAUGHN: Can you mark the
7 next one, please, which will be number
8 16?

9 (DOCUMENT ELECTRONICALLY MARKED AS
10 DEFENDANT'S EXHIBIT 53 FOR IDENTIFICATION)

11 BY MR. VAUGHN: And if possible,
12 can you mark 17 as well?

13 BY THE CONCIERGE: Yes.

14 BY MR. VAUGHN: Thank you.

15 (DOCUMENT ELECTRONICALLY MARKED AS
16 DEFENDANT'S EXHIBIT 54 FOR IDENTIFICATION)

17 Q. So Mr. Rosendale, I'm showing
18 you what's been marked as Defendant's Exhibit
19 53. It's a copy of the notice from Liberty
20 Mutual of a future cancellation, which is
21 dated February 5, 2020. Do you see that?

22 A. Yes.

23 Q. I'm also going to show you
24 Defendant's Exhibit 54, which is a similar
25 notice from Liberty Mutual sent to your

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2 attention, dated February 5, 2020 as well.

3 Do you see that?

4 A. Yes.

5 Q. Do you recall receiving this
6 notice from Liberty Mutual?

7 A. Probably.

8 Q. So you don't have a specific
9 recollection; is that your testimony?

10 A. No, because I never ever ever
11 ever failed to pay my insurance, even when it
12 was late. If it was late, I paid it. There
13 was never a cancellation on my policy. And
14 because these are prepaid, I wasn't even
15 late. The policy was running and the
16 insurance was paid during this time. And
17 also, Mr. Vaughn, it's five o'clock. You
18 have been deposing me since ten o'clock this
19 morning, which is seven hours. I'm not
20 required to be deposed for more than seven
21 hours in one day. Thank you.

22 BY MR. VAUGHN: I still have
23 another half hour, sir, because we took
24 a half hour break.

25 BY THE WITNESS: I did not agree

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2 UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

3 -----X

4 DONALD P. ROSENDALE,

:Civil Action
No. 7:10-cv-
09263

5

-against-

:

6

MR. COOPER GROUP, INC., d/b/a
NATIONSTAR MORTGAGE LLC Directly

:

7

and as Loan Servicer for an

:

8

Unspecified Nationstar HECM

:

9

Acquisition Trust, Champion

:

10

Mortgage and Dr. Ben Carson in his

:

capacity as Secretary of the U.S.

:

11

Department of Housing and Urban

:

Development,

:

12

DEFENDANTS.

:

-----X

13

November 22, 2022

2:00 p.m.

14

15

Examination Before Trial of the Plaintiff,
DONALD P. ROSENDALE, in the above-captioned
matter, held via Zoom Video, before Howard
Breshin, a Notary Public of the State of New
York.

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Job No. CS5595210

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2 Q. Okay. In Paragraph 56 through 60, you
3 have identified the factual basis for it appears
4 to be an emotional distress claim that you
5 presented in this case and in particular I want
6 to direct your attention to Paragraph 57 where
7 you make reference to a series of nightmares that
8 you began you were having in December of 2019, do
9 you see that?

10 A. Yes, I do.

11 Q. All right. Now, in this Paragraph you
12 make reference to an individual with the last
13 name Begum. Have you ever met a Ms. Begum in
14 person?

15 A. I have only talked to her on the phone
16 and had phone messages from her.

17 Q. On how many occasions did you speak to
18 Ms. Begum?

19 A. One. I spoke to her for one time
20 personally.

21 Q. And do you recall how long that
22 conversation lasted?

23 A. Probably five or 10 minutes.

24 Q. And today do you recall the sum and
25 substance of that conversation?